

EXHIBIT G

Excerpts from Quarry Video Deposition

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Cung Le, Nathan Quarry, Jon Fitch) Case No: 2:15-cv-01045-RFB(PAL)
Brandon Vera, Luis Javier Vazquez,)
and Kyle Kingsbury on behalf of)
themselves and all others)
similarly situated,)
)
Plaintiff,)
)
vs.)
)
Zuffa, LLC, d/b/a Ultimate)
Fighting Championship and UFC,)
)
)
Defendants.)

VIDEO DEPOSITION OF NATHAN QUARRY

taken at 300 South Fourth Street, Suite 800,
Las Vegas, Nevada 89101, beginning at 9:09 A.M.
and ending at 4:59 P.M. on Friday, September 30, 2016

Reported by:

Sarah Padilla
CCR NO. 929

Job No. 270538
Pages 1-297

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EXHIBITS

EXHIBIT NO. PAGE DESCRIPTION

Exhibit 9 - 137 Agreement
Exhibit 10 - 139 E-mails
Exhibit 11 - 161 E-mail
Exhibit 12 - 165 E-mail
Exhibit 13 - 176 Mixedmartialarts.com Printout
Exhibit 14 - 191 BloodyElbow.com Article
Exhibit 15 - 202 Internet Post by Nathan Quarry
Exhibit 16 - 209 Internet Posts
Exhibit 17 - 229 January 1, 2012 Agreement
Exhibit 18 - 234 Bellator Agreement
Exhibit 19 - 243 On Camera Talent and Rights Agreement
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Exhibit 20 - 246 WSOF Global Agreement

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EXHIBITS

EXHIBIT NO. PAGE DESCRIPTION

Exhibit 1 - 101 Amended Antitrust Complaint
Exhibit 2 - 116 Agreement
Exhibit 3 - 124 E-mail
Exhibit 4 - 126 Bout Agreement
Exhibit 5 - 127 Agreement
Exhibit 6 - 131 Agreement
Exhibit 7 - 133 Merchandise Rights Agreement
Exhibit 8 - 134 E-mails

EXHIBITS

EXHIBIT NO. PAGE DESCRIPTION

Exhibit 21 - 247 WSOF Global Agreement
Exhibit 22 - 253 Text Messaging Printouts
Exhibit 23 - 254 E-mails
Exhibit 24 - 255 E-mails
Exhibit 25 - 258 E-mail
Exhibit 26 - 260 E-mail
Exhibit 27 - 262 Deal Memo, Promotional Services
Exhibit 28 - 263 Deal Memo Signature Page
Exhibit 29 - 265 Nathan Quarry Printout/Bio
Exhibit 30 - 266 Square Promotion Bout Agreement
Exhibit 31 - 268 Message Printout

<div>Page 6</div> <div> <p>1 EXHIBITS</p> <p>2 EXHIBIT NO. PAGE DESCRIPTION</p> <p>3</p> <p>4 Exhibit 32 - 270 E-mails</p> <p>5</p> <p>6 Exhibit 33 - 276 E-mails</p> <p>7</p> <p>8 Exhibit 34 - 278 E-mails</p> <p>9</p> <p>10 Exhibit 35 - 289 E-mails</p> <p>11</p> <p>12 Exhibit 36 - 292 Nate Quarry Sponsor List</p> <p>13</p> <p>14 -oOo-</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> </div> <div>6</div>	<div>Page 8</div> <div> <p>1 witness and the plaintiffs.</p> <p>2 MR. HENDRICK: Kirk Hendrick, chief legal</p> <p>3 officer for Zuffa, LLC.</p> <p>4 MR. GROSSMAN: Perry Grossman for Zuffa.</p> <p>5 MR. ISAACSON: Bill Isaacson, Boies,</p> <p>6 Schiller & Flexner for Zuffa.</p> <p>7 THE VIDEOGRAPHER: Will the court reporter</p> <p>8 please swear in the witness.</p> <p>9 (Witness sworn.)</p> <p>10 -oOo-</p> <p>11 NATHAN QUARRY,</p> <p>12 called as a witness on behalf of Defendants,</p> <p>13 having been administered an oath, was examined</p> <p>14 and testified as follows:</p> <p>15 -----</p> <p>16 EXAMINATION</p> <p>17 -----</p> <p>17 BY MR. ISAACSON:</p> <p>18 Q You all set there?</p> <p>19 A Yes, sir.</p> <p>20 Q Mr. Quarry, I'm Bill Isaacson. I'll be</p> <p>21 asking you questions today. If you ever don't</p> <p>22 understand something I am asking you, just ask me to</p> <p>23 ask again or say it better.</p> <p>24 A Yes, sir.</p> <p>25</p> </div> <div>8</div> <div>Q All right. Have you ever testified as a</div>
<div>Page 7</div> <div> <p>1 Las Vegas, Nevada, Friday, September 30, 2016</p> <p>2 9:09 A.M. - 4:59 P.M.</p> <p>3 -oOo-</p> <p>4 THE VIDEOGRAPHER: We are now on the</p> <p>5 record. This begins videotape No. 1 in the</p> <p>6 deposition of Nathan Quarry in the matter of Cung</p> <p>7 Le, Nathan Quarry, Jon Fitch, Brandon Vera, Luis</p> <p>8 Javier Vasquez, and Kyle Kingsbury on behalf of</p> <p>9 themselves and all others similarly situated versus</p> <p>10 Zuffa, LLC doing business as Ultimate Fighting</p> <p>11 Championship and UFC.</p> <p>12 This case is filed in the United States</p> <p>13 District Court for the District of Arizona, case No.</p> <p>14 2:15-CV-01045-RFB-PAL.</p> <p>15 Today is September 30, 2016, and the time</p> <p>16 is approximately 9:09 A.M. This deposition is being</p> <p>17 taken in the office of Boies, Schiller & Flexner,</p> <p>18 LLP of Las Vegas, Nevada. The videographer is Alan</p> <p>19 Taggart of Magna Legal Services and the court</p> <p>20 reporter is Sarah Padilla of Magna Legal Services.</p> <p>21 Will all counsel please identify</p> <p>22 themselves for the record.</p> <p>23 MR. CRAMER: Eric Cramer for the witness</p> <p>24 and the plaintiffs.</p> <p>25</p> </div> <div>7</div> <div>MR. SPRINGMEYER: Don Springmeyer for the</div>	<div>Page 9</div> <div> <p>1 witness in the deposition or in a hearing or a trial</p> <p>2 before?</p> <p>3 A I don't think I have. I don't recall</p> <p>4 that.</p> <p>5 Q Ever remember testifying under oath?</p> <p>6 A I had a real estate issue ten or 12 years</p> <p>7 ago. I may have testified during that actually here</p> <p>8 in Nevada. I think that would be the only time.</p> <p>9 Q Did you -- was your real estate issue, did</p> <p>10 it actually result in a court proceeding?</p> <p>11 A No.</p> <p>12 Q Was there any sort of lawsuit involved</p> <p>13 with your real estate issue?</p> <p>14 A I was trying to get back the earnest money</p> <p>15 that someone had put down on a house that they</p> <p>16 didn't feel I should have.</p> <p>17 Q Okay. And did you file a lawsuit?</p> <p>18 A Well, I'm not sure if that's what we were</p> <p>19 there for. I wanted to get that -- or he wanted to</p> <p>20 get his money back, so I guess it would be him that</p> <p>21 filed.</p> <p>22 Q So did he -- the person that you had a</p> <p>23 dispute over earnest money with someone. Do you</p> <p>24 remember who that was?</p> <p>25</p> </div> <div>9</div> <div>A No.</div>

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1 calls for a legal conclusion. Form. You may answer
2 if the you understand the question.

3 THE WITNESS: I had no legal understanding
4 of this contract.

5 BY MR. ISAACSON:

6 Q All right. So you talked earlier today
7 about how, on your own behalf and on the behalf the
8 identity class, you feel the UFC has taken your
9 identity and that you didn't have the right to
10 negotiate for the value of your identity. Is this
11 contract an example of one of the contracts that you
12 thought was an improper taking of your identity?

13 MR. CRAMER: Objection to form. You may
14 answer if you understand.

15 THE WITNESS: Yeah, I don't really
16 understand the question.

17 BY MR. ISAACSON:

18 Q Okay. When you spoke earlier today about
19 how Zuffa has taken your identity and denied you the
20 right to negotiate a better deal for your identity,
21 was that something Zuffa did in contracts with you?

22 MR. CRAMER: Objection to form.

23 THE WITNESS: To my understanding, yes.

24 BY MR. ISAACSON:

118

25 Q Okay. And while I understand you are

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1 not -- you are neither a lawyer, nor perhaps someone
2 who understands all the legal terminology, when
3 you're talking about the contracts that took your
4 identity, are you referring to these promotional and
5 ancillary rights agreements that you entered into
6 with Zuffa?

7 MR. CRAMER: Objection to form. You can
8 answer.

9 THE WITNESS: I believe this was the start
10 of such things, and there were further contracts to
11 come.

12 BY MR. ISAACSON:

13 Q Yes. We'll take a look at those. But
14 the -- it's those -- when you're talking about the
15 taking of your identity, are you talking about these
16 contracts that talk about ancillary rights that
17 started with this and continued with other
18 contracts?

19 MR. CRAMER: Objection form. Asked and
20 answered earlier about appropriation.

21 THE WITNESS: Yes, I believe so.

22 BY MR. ISAACSON:

23 Q Okay. And when -- to your recollection,
24 when did you first conclude that the contracts you

119

25 were entering were inappropriately taking your

Page 120

1 identity or your rights?

2 MR. CRAMER: Objection to form. Assumes
3 facts not in evidence. Calls for a legal
4 conclusion. Answer if you understand the question.

5 THE WITNESS: It would be sometime in the
6 future when I realized how little control I had over
7 my own work, my own likeness. When I was presented
8 with this contract, I had no -- no idea of the
9 legalities of such.

10 BY MR. ISAACSON:

11 Q And in terms of when you first realized
12 how little control you had over your own work and
13 likeness, did that happen before your last fight?

14 A Yes.

15 Q And when you realized how little control
16 you had over your own work and your own likeness,
17 that was, at least in part, due to the contracts you
18 had interred; correct?

19 A Yes.

20 MR. CRAMER: Objection to the extent it
21 calls for a legal conclusion. You can answer.

22 THE WITNESS: That is my understanding.

23 BY MR. ISAACSON:

24 Q And you -- how long before your --

120

25 generally, how long before your last fight did you

Page 121

1 come to this realization that you, through your
2 contracts, had lost control of your own likeness?

3 MR. CRAMER: Objection to form. You may
4 answer.

5 THE WITNESS: I don't know. I don't know
6 when it was that I came to realization I couldn't
7 use my own fight photos or things like that.

8 BY MR. ISAACSON:

9 Q Was it more than a year before? Was it a
10 couple years? Can you give me some reasonable
11 estimate?

12 MR. CRAMER: Don't speculate. If you can
13 give him a reasonable estimate, you should. But
14 otherwise, you shouldn't speculate.

15 THE WITNESS: It was definitely a few
16 years after this. So if this was 2004, probably
17 closer to 2007, 2008. I am speculating against the
18 advice of my lawyer.

19 BY MR. ISAACSON:

20 Q Just to be clear, your lawyer -- we don't
21 want your lawyer to be accused of coaching. If you
22 don't know, don't answer. That is true of all of my
23 questions.

24 A Yes, sir.

121

25 Q If you don't know, just tell me you don't

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1 know. And throughout, I am not asking you to
2 speculate. I will occasionally ask you if you can
3 give me a reasonable estimate. At some point I
4 think you have described yourself as someone who was
5 spoken out about things either to the media and to
6 other fighters. At some point did you begin to
7 speak out about the -- your concern that your
8 likeness rights were being used by the UFC?

9 A Yes.

10 Q And did that happen before your last fight
11 in March 2010?

12 A Yes.

13 Q That happened at least a few years before
14 your last fight in March of 2010?

15 A I don't know.

16 Q Okay. Would it have happened more than a
17 year before that fight?

18 A I don't know.

19 Q And when I say that, at the time you would
20 begin to speak out about your concern that your
21 likeness rights were being used by the UFC, that's
22 something you might say to other fighters or if
23 asked by the MMA media?

24 MR. CRAMER: Objection to form. You may
25 answer.
122

Page 123

1 THE WITNESS: Well, specifically speaking
2 about the UFC video game and talking to Joe Silva
3 was that my likeness is being used in this video
4 game. I am not being compensated whatsoever. So
5 that is definitely a pinpoint in time where I was
6 very unhappy about my likeness and other fighters'
7 likenesses being used without any compensation or
8 the ability to negotiate for compensation.

9 BY MR. ISAACSON:

10 Q And so this conversation that you -- with
11 Mr. Silva about the UFC video game, did that take
12 place before your last fight?

13 A Yes. This was before the Seattle card
14 where I was trying to get fights, so I would have to
15 know when that Seattle card was.

16 MR. ISAACSON: Do you have that? Did we
17 print that out?

18 MR. HENDRICK: We did, but that Seattle
19 card was before his last fight.

20 MR. ISAACSON: Oh, okay. We may have two
21 Seattles. We'll try to get the answer to that for
22 you over lunch.

23 THE WITNESS: The Korean Zombie fought on
24 it, I believe.
123

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1 BY MR. ISAACSON:

2 Q That actually will be two. You mentioned
3 two -- you mentioned Seattle twice.

4 A Uh-huh.

5 Q Is it the same?

6 A It's the same time.

7 Q Same time. And so we can use the magical
8 tool of Google to locate the date. If you've got
9 any other clues --

10 MR. HENDRICK: What did you say the
11 Zombie -- which Zombie?

12 MR. ISAACSON: Korean Zombie. Yeah, and
13 actually we've got printouts of this. Let's mark
14 this as Exhibit 3.

15 (Exhibit 3 was marked.)

16 BY MR. ISAACSON:

17 Q All right. I've handed you Quarry Exhibit
18 3, which is Bates stamped Ibarra 27454.

19 A This is a different event.

20 Q That's why we put these things in front of
21 you to ask. This is -- it says -- it makes
22 reference to a Seattle event and two tickets.

23 A Yeah, this is a different event.

24 Q Let me -- I think we're on the same page,
124

25 but it works better if I give you a question and you

Page 125

1 give an answer.

2 You talked about a conversation with
3 Mr. Silva about getting tickets to a Seattle event.
4 Is it this event or a different one?

5 A I do not believe it was this event.

6 Around March 24, 2011. I believe it was a different
7 event before that time period.

8 Q So Quarry Exhibit 3, is -- for this
9 Seattle event, did you ask for two tickets to the
10 event and you received them?

11 A I did not ask for tickets to the event.

12 Q Did you receive two tickets to the event?

13 A I did not receive two tickets to the
14 event, because I did not go to the event.

15 Q Okay. The --

16 A After the issue with --

17 MR. CRAMER: There's no question. There's
18 no question pending.

19 BY MR. ISAACSON:

20 Q We're fine. So when you're talking about
21 a Seattle event, you were referring to a Seattle
22 event earlier than March 2011?

23 A I believe so.

24 Q Okay. We'll try and track that down.
125

25 MR. ISAACSON: All right. So next would

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1 A I do not recognize Full Combat
2 Supplements, LaCrosse Footwear.

3 Q LaCrosse Footwear?

4 A I don't think so. I think I recognize the
5 rest. Gary Ibarra would definitely know more than I
6 would about sponsors.

7 Q And why would you be unfamiliar, or why
8 would Mr. Ibarra be more familiar with your sponsors
9 than you?

10 A Because he was my agent, and he would get
11 me the sponsors, and put them on my gear, and on my
12 banners, and then collect the funds, generally. So
13 I didn't have to have very much interaction with any
14 this. The sponsors just wanted to use me as
15 advertising space.

16 Q All right. So if you got a complete list
17 of your sponsors during your time of your fighting
18 career, you would not recognize all of the sponsors
19 on there?

20 A Most likely I would not.

21 MR. ISAACSON: All right. Thanks for your
22 time today, sir.

23 MR. CRAMER: We have no questions.

24 THE VIDEOGRAPHER: This concludes the
294

25 video deposition of Nathan Quarry. We are now going

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1 off the record. The time is approximately 4:59 P.M.

2 THE COURT REPORTER: Are you getting a
3 copy, Counsel?

4 MR. CRAMER: Yes. Read and sign.
5 (TIME NOTED: 4:59 P.M.)
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1 CERTIFICATE OF WITNESS

2 PAGE LINE CHANGE REASON

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I, Nathan Quarry, witness herein, do hereby
certify and declare under penalty of perjury the within
and foregoing transcription to be my deposition in said
action; that I have read, corrected and do hereby affix
my signature to said deposition.

Nathan Quarry

Witness

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Date

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1 STATE OF NEVADA)

) Ss

2 COUNTY OF CLARK)

3
4 I, Sarah Padilla, a duly commissioned and
5 licensed court reporter, Clark County, State of Nevada,
6 do hereby certify: That I reported the taking of the
7 deposition of the witness, Nathan Quarry, commencing on
8 Friday, September 30, 2011, at 9:09 A.M.; That prior to
9 being examined, the witness was, by me, duly sworn to
10 testify to the truth; That thereafter I transcribed my
11 shorthand notes into typewriting and that the typewritten
12 transcript of said deposition is a complete, true, and
13 accurate record of said shorthand notes. I further
14 certify that I am not a relative or employee of any
15 attorney or counsel of any of the parties nor a relative
16 or employee of an attorney or counsel involved in said
17 action, nor a person financially interested in the
18 action; that a request [x] has [] has not been made to
19 review the transcript.

20 IN WITNESS WHEREOF, I have hereunto set my
21 hand in the County of Clark, State of Nevada, this __ day
22 of ____.

23 SARAH PADILLA, CCR 929

24

25

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CERTIFICATE OF WITNESS

PAGE	LINE	CHANGE	REASON
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See attached file with typo
and content corrections.

* * * * *

I, Nathan Quarry, witness herein, do hereby
certify and declare under penalty of perjury the within
and foregoing transcription to be my deposition in said
action; that I have read, corrected and do hereby affix
my signature to said deposition.

Nathan Quarry

11.8.16

Witness

Date

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CORRECTIONS TO NATE QUARRY DEPOSITION TRANSCRIPT

PAGE	LINE	CHANGE	REASON
9	1-2	should read "a <i>trial</i> before".	typographical error
10	23	should read "Rob <i>Maysey</i> ", not Rob Macy.	misspelling
11	1, 5 & 15	should read "Mr. <i>Maysey</i> ," not Mr. Macy.	misspelling
12	2, 9 & 24	should read "Mr. <i>Maysey</i> ," not Mr. Macy.	misspelling
13	5, 13, 20 & 25	should read " <i>Maysey</i> ," not Macy.	misspelling
14	7 & 24	should read " <i>Maysey</i> ," not Macy.	misspelling
20	20	should read " <i>Maysey</i> ," not Macy.	misspelling
21	5 & 11	should read " <i>Maysey</i> ," not Macy.	misspelling
21	12	should read "the <i>term</i> antitrust lawsuit"	typographical error
22	4, 12 & 16	should read " <i>Maysey</i> ," not Macy.	misspelling
25	4 & 14	should read " <i>Maysey</i> ," not Macy.	misspelling
25	10	should read "I am <i>not</i> sure"	typographical error
41	9	should read "fighters under <i>contract</i> ,"	typographical error
55	8	should read " <i>Maysey</i> ", not Macy	misspelling
59	23	should read "have you spoken <i>to</i> any of those"	typographical error
76	6	should read "This makes <i>no</i> sense to me."	typographical error
95	5	should read "Fitch, Javier Vazquez especially."	typographical error
95	22	should read "Mr. Penn," not Mr. Pen	misspelling
96	12	should read "was <i>not</i> in the UFC"	typographical error
104	5	should read "That was pretty much my understanding."	clarification
110	21	should read "What about <i>Oren Hodak</i> ."	misspelling
111	17	should read "Mr. <i>Roveta</i> ?"	misspelling

112	3	should read “Mr. <i>Roveta</i> ”	misspelling
112	21	should read “And then <i>Oren Hodak</i> , would”	misspelling
114	18	should read “to Robert <i>Roveta</i> . And <i>Roveta</i> was my”	misspelling
115	7 & 12	should read “Mr. <i>Maysey</i> ”	misspelling
130	21	should read “ <i>bout?</i> ”	misspelling
147	17	should read “to Elite <i>XC</i> ”	misspelling
157	7	should read “ <i>belittle</i> ”	misspelling
161	3	should read “you, and this is what you should”	clarification
161	16	should read “So <i>to</i> me, that is a pretty broad”	clarification
167	1	should read “in getting me known”	clarification
180	22	should read “How long were <i>you</i> the host”	typographical error
182	2	should read “ <i>TUF.</i> ”	misspelling
182	20	should read “I’m going <i>to</i> ”	typographical error
190	17	should read “Someone like <i>Jon Jones,</i> ”	misspelling
214	22	should read “became a free <i>agent</i> so he could”	typographical error
267	25-26	should read “couldn’t find him”	clarification
289	12	should read “ <i>Starnes,</i> ” not Storms.	misspelling
291	15	should read “was so <i>boring,</i> ”	typographical error
294	13-14	should read “with any <i>of</i> this.”	clarification